



THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

Bill To:
State of Idaho Various Agencies
Various State Agencies
located throughout Idaho

Various, ID 83701

State of Idaho Various Agencies

Statewide Blanket Purchase Order Contract Renewal - 03

Statewide Blanket Purchase Order
SBPO1275 - 03

DELIVER TO: State of Idaho Various Agencies
Various State Agencies
located throughout Idaho

Various, ID 83701
Mark.Little@adm.idaho.gov

Date: Sat Aug 28, 2010
F.O.B.: Destination
Terms:

VENDOR:

ST JOE OIL CO INC
PO BOX 277
1040 RAILROAD AV
ST MARIES, ID 83861
Attn: Primary Customer Contact
Vendor Nbr: 30398
Emailed To: stjoeoil2@stmaries.com
Phone: 208-245-2311
Fax: 208-245-4650
eCommerce ID: P00000026457

Start of Service Date Fri Oct 01, 2010

End of Service Date: Fri Sep 30, 2011

[ITB03110](#)
Solicitation#: From: [FORMULTIPLEAWD](#)
DOC#: [SBPO1265 - 02](#)
Ref#: PREQ13519
STW_Bulk Fuels

5 Header Attachments

Buyer: [ANTHONY OPALKA](#) 208-332-1603

Item No	Description	Quantity UOM	Unit Price	Extension
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		217035.00
	Total:			217035.00
Blanket Comments:	<p>DELIVERY OF BULK FUEL(S) CONTRACT SBPO1275-01 RENEWAL</p> <p>This contract renewal and the provisions hereof are hereby made part of that certain State of Idaho contract number SBPO1275-01, for DELIVERY OF BULK FUEL(S) dated OCTOBER 22, 2007 for ALL ELIGIBLE POLITICAL SUBDIVISIONS OR PUBLIC AGENCIES, between ST JOE OIL CO INC as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows:</p> <p>All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this renewal is OCTOBER 1, 2010.</p> <p>This contract is renewed for ONE (1) YEAR commencing OCTOBER 1, 2010 and expiring SEPTEMBER 30, 2011. The same terms, conditions and prices prevail for the contract renewal period.</p> <p>The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the contract may be more or less depending on the actual orders, requirements, or tasks given to the Contractor by the State or may be dependent upon the specific terms of the Contract.</p> <p>SIGNED AND DATED ACCEPTANCE LETTER FROM ST JOE OIL CO INC ON FILE AT THE DIVISION OF PURCHASING</p>			
Item No	Description	Quantity UOM	Unit Price	Extension

001	Delivery of Bulk Fuel(s) for Zone 1 and 2, per the attached spreadsheet titled "07_BulkFuel_Award_StJoeOil.xls" (405-09) (nt)	1 LOT	\$217,035.00	\$217,035.00
<p>.....NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD</p> <p>Contract for Delivery of Bulk Fuel(s) for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis for a period of two (2) years, with three (3) one year renewal periods.</p> <p>Contract Title:.....Delivery of Bulk Fuel(s) Contract Usage Type:.....Mandatory Public Agency Clause:Yes Contract Administration:.... Anthony Opalka ---Phone Number:.....208-332-1603 ---E-Mail:.....anthony.opalka@adm.idaho.gov</p> <p>Contractor's Primary Contact ---Attn:.....Kenny Osier ---Address:.....PO Box 277 ---City, State, Zip:.....St. Maries ID 83861 Phone Number:.....208-245-2311 Fax Number:.....208-245-4650 E-Mail:.....kenny@stjoeoil.com</p> <p>General Comments: CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.</p> <p>QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.</p> <p>Order Placement Address: Same as above</p> <p>Payment Address: Same as above</p> <p>THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.</p> <p>In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> 1. This Statewide Blanket Purchase Order document. 2. The state of Idaho's original solicitation document. 3. The Contractor's signed bid, quotation, or offer. <p>INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.</p>				
Instructions:				
Freight / Handling Included in Price				
		Signed By: ANTHONY T. OPALKA		

Bulk Fuel Bid Schedule

			St Joe Oil					
Bidder's Margin = freight + blending fees + profit BUT excludes Fixed Costs (i.e., taxes)			For ITD sites ONLY				For ITD sites ONLY	
Bid All items for each Delivery Address!					(IF OFFERED)	(IF OFFERED)	Can you provide	
				Diesel 1 & 2	Heating Oil	Winter Chemical	Winter Chemical	Biodiesel at
Delivery		Phone	Unleaded	ULS Dyed	#1 & #2	Additive	Additive	this Delivery Site?
Destination	Physical Address	Number	Margin	Margin	Margin	Price per Gallo	Name of Product	(Yes or NO?)
ZONE 1						X	X	X
Idaho Transportation Department						X	X	X
Osburn	I-90 MP 54.6 (Exit 54)	556-2711	0.1100	0.1100		0.0200	Power Svs	No
Santa	SH-3 MP 67.8	245-3201	0.0875	0.0875		0.0200	Power Svs	No
St. Maries	SH-3 MP 81.77	245-2021	0.0875	0.0875		0.0200	Power Svs	No
						X	X	X
Idaho Department of Parks & Recreation						X	X	X
Plummer, ID	Heyburn State Park	686-1308	0.1200	0.1200	0.1200	X	X	X
Idaho Department of Lands								
Kingston, ID	80 Hilltop Overpass Rd, Kingston, ID	682-4611	0.1200			X	X	X

Bulk Fuel Bid Schedule

						St Joe Oil						
		Bidder's Margin = freight + blending fees + profit BUT excludes Fixed Costs (i.e., taxes)						For ITD sites ONLY			For ITD sites ONLY	
	Bid All items for each Delivery Address!									(IF OFFERED)	(IF OFFERED)	Can you provide
			Tank	Unleaded	Unl.		Diesel 1 & 2	Diesel 1 & 2	Diesel 1 & 2	Winter Chemical	Winter Chemical	Biodiesel at
Delivery		Phone	AST	Tank	Annual	Unleaded	ULS Dyed	ULS Dyed	ULS Dyed	Additive	Additive	this Delivery Site?
Destination	Physical Address	Number	UST	Size	Usage	Margin	Tank Size	Usage	Margin	Price per Gallon	Name of Product	(Yes or NO?)
ZONE 2												
Idaho Transportation Department										X	X	X
Bovill	SH-8 MP 36.19	826-3221	UST	1,000	1,750	0.1300	3,000	16,000	0.1300	0.0200	Power Svs	No

BULK FUELS AND HEATING OIL CONTRACT

SPECIAL CONTRACT TERMS AND CONDITIONS

This contract is for a TWO (2) YEAR period of time commencing on or about October 1, 2007, or date of award, for the purchase of BULK FUELS AND HEATING OIL; with option to renew (upon mutual agreement of both parties) for Three (3) additional ONE (1) YEAR periods. The State of Idaho (State) will not be obligated or required to purchase any of the Contractor's surplus inventories resulting from the expiration of this contract. Use of the contract by public agencies (cities, counties, school districts, etc.) will be subject to mutual agreement of both parties (see Public Agency Clause).

TRANSITION PERIOD

In the event a replacement contract is not established before expiration of this contract or upon termination by the State, it is the responsibility of the Contractor to continue the contract under the same terms and conditions until a new contract is in place. At no time shall this transition period be more than ninety (90) days beyond the original expiration date of the contract.

EXCEPTIONS TO USE

State agencies will obtain all bulk fuels and heating oil from this contract. The State reserves the right to purchase product elsewhere on an emergency basis or where any delivery requirements are burdensome or restrictive.

CLOSING DELIVERY SITES

Agencies reserve the right to close any delivery site or discontinue any fuel product at any time without prior notice to the Contractor or penalty to the State.

REPLACEMENT DELIVERY SITES

The State can close any delivery site and establish a replacement delivery site within ten (10) miles of the original site. The Contractor must deliver fuels for the replacement site at the same margin as was being charged at the closed site.

CHANGES AT DELIVERY SITES

1. The State reserves the right to add, replace, or remove tanks and also reserves the right to add fuels at any delivery site without prior notice to the Contractor or penalty to the State.
2. The Contractor agrees to deliver fuels to additional tanks at a delivery site using the same margin as already charged for that product.
3. If tanks for additional types of fuels are added at a delivery site, the Contractor agrees to provide the additional fuels at a mutually agreed upon price consistent with existing prices for those fuels at nearby delivery sites serviced by the Contractor.

DELIVERY REQUIREMENTS

1. Fuel metering devices must be utilized to provide accurate delivery quantities. Contractor's delivery truck must have a metering device. The only exception to this requirement is for deliveries from a fuel distribution point/terminal directly to a State site using a transport truck. In this case a bill of lading for each truck and/or trailer load will be acceptable. Split loads will be accepted if all fuel from the distribution point/terminal is for delivery to multiple sites of a single State agency.
2. Delivery ticket must be presented at time of product delivery. Bill of lading/metered quantity may be transferred to delivery ticket by hand at time of delivery. Bill of lading must also be attached to the delivery ticket. The State will pay only for the actual amount of fuel delivered as shown on the delivery vehicle's metering device or on bill of lading.
3. Contractor must be in compliance with Bureau of Weights and Measures rule IDAPA 02.02.14 (concerning ticket printer requirements for vehicle-mounted metering systems). For vehicles with ticket printers, the printed metering ticket must be attached to the delivery ticket.

BULK FUELS AND HEATING OIL CONTRACT

4. Delivery is required within forty-eight (48) hours (two business days) after receipt of order. Deliveries exceeding forty-eight hours may be allowed, at the discretion of State agency ordering personnel, at time of order. Exception: **Idaho Transportation Department's Osburn Yard**: Delivery is required within twenty-four (24) hours after receipt of order.
5. At least twenty-four (24) hours before delivery, the Contractor must contact the delivery site advising them of the arrival time of the delivery truck (within a two (2) hour period of time). For all deliveries, a State agency representative must be: (1) informed of the delivery truck arrival; (2) afforded an opportunity to observe/confirm off-loading; and (3) be given a numbered delivery receipt to sign confirming delivered quantities. Practical procedures for accomplishing these requirements will be at the discretion of each State agency.
6. Unless specified by the ordering agency at time of order, the delivery must be during normal working hours at the site where the product is being delivered.
7. Contractor must provide telephone numbers for contact by State agencies.
8. Prior to fueling, the Contractor will determine that the tank system to be filled is able to hold the volume of fuel being delivered.
9. The Contractor shall perform all deliveries to facilities in a safe and professional manner. Contractor's equipment shall be in good working order and all Contractor personnel shall be trained in safety measures to preclude accidents endangering personnel or property.
10. The Contractor must provide systems necessary to prevent spills and overfills from occurring during the product transfer. The Contractor must also provide the systems necessary to prevent product from reaching streets, catch basins or other drainage structures during product transfers.
11. The fuel truck operator will be present during delivery and take an active part in the prevention of spills. The fuel truck operator will take immediate action to stop the flow of product when the working capacity of the tank has been reached or when an emergency or spill occurs. Prior to transfer of product and also prior to departure of delivery truck, the fuel truck operator shall examine the lowermost drain and all outlets for leakage, and if necessary, tighten, adjust or replace to prevent liquid leakage.
12. All Idaho Transportation Department above-ground storage tanks are filled through a fill port located on top of the tank with the exception of the following Idaho Transportation Department delivery sites that are filled through a fill port located on the side of the tank: Fleming, Grangeville, Kooskia, Lucile, Orofino and Powell.
13. In the event deliveries are sub-contracted to another vendor by the Contractor, the Contractor is ultimately responsible for complying with all conditions of this contract.

TAXES

1. Contract prices and/or Contractor margins shall not include taxes. Taxes applicable at time of delivery are to be added to invoices as separate entries.
2. The State does not pay Federal Excise tax. This tax is not to be included on Contractor's invoice.
3. It is agreed and understood that the Contractor shall be responsible for filing all necessary claims for tax refunds due the Contractor.

As of January 1, 1996 . . .

Idaho Fuel Tax must be charged on all UNDYED (CLEAR) DIESEL FUEL sold.

If tax-paid fuel (clear) is used for nontaxable purposes, you may claim a refund from the tax commission by filing a Form 75. For any questions please call your nearest State of Idaho State Tax Commission office.

Idaho Fuel Tax will not be charged on any DYED DIESEL FUEL.

Red-Dyed HIGH-SULFUR diesel fuel

BULK FUELS AND HEATING OIL CONTRACT

- Cannot be used in any motor vehicle.
- Can be used in equipment, stationary engines, combines, tractors, etc.

Red-Dyed ULTRA LOW-SULFUR Diesel Fuel

- Can be used in vehicles operated exclusively by state or local government
- Can be used in vehicles that are not required to be licensed, equipment, stationary engines, combines, tractors.

INVOICES

1. The State reserves the right to withhold payment without penalty until properly executed invoice/delivery tickets are submitted.
2. Invoices must be Contractor's invoices. The State will not accept invoices from sub-contractors and will not pay sub-contractors.
3. Contractor's invoices will include the agency's billing/contact information (name, address, phone and fax no.) as provided by the ordering agency.
4. The Contractor must deliver/fax an invoice to each agency's business office within forty-eight (48) hours (two (2) business days) after delivery of the fuel. The billing contact information for Idaho Transportation Department delivery sites can be found on page 7 of these specifications. Other agencies will furnish billing information to the Contractor on an as-needed basis. In the case of a late delivery, fuel base price will be the lower of the price posted by Idaho Transportation Department on the actual day of delivery or any day between date of order and actual date of delivery.
5. The Contractor's invoice will show the date of delivery and separately list for each fuel delivered, the fuel price (as posted on the Idaho Transportation Department website), the Contractor's margin and all applicable fixed costs (i.e., taxes).
6. For gasoline delivered between the dates of May 1 and September 1, the Contractor's invoice must indicate the Reid vapor pressure of the gasoline.
7. The following are fixed costs:

State Excise Tax (gasoline)	\$0.25
Special Fuels Tax (undyed diesel only)	\$0.25

NOTE: Special fuels tax is not charged on dyed diesel.
8. Any mandatory fixed costs added by federal, state or local government after award of this contract will be allowed.

PRICE ADJUSTMENTS/PRICING

1. The State's intention is to establish fuel contracts whereby the purchase price per gallon of fuel can be directly reconciled to the published **OPIS RackFax Closing** prices FOB Terminal in ct/gal, excluding taxes, discounts and Superfund line items based on the following formula:

Contract Net Price per gallon = OPIS RackFax Rack Average price in effect on date of delivery + Applicable Taxes/Fees + Contractor's Margin
2. The OPIS RackFax RACK AVERAGE prices identified as OPIS CLEAR GROSS GASOLINE PRICES for Unl, Mid and Pre Unl shall be used to reference changes in contract net prices for unleaded gasoline.
3. The OPIS RackFax RACK AVERAGE prices identified as OPIS GROSS DISTILLATE PRICES for Ultra Lo Sul Red No. 2, and Ultra Lo Sul Red No. 1 shall be used to reference changes in contract net prices for Diesel No. 2 ULS Dyed and Diesel No. 1 ULS Dyed.
4. The OPIS RackFax RACK AVERAGE prices identified as OPIS GROSS DISTILLATE PRICES for Ultra Lo Sul No. 2 and Ultra Lo Sul No. 1 shall be used to reference changes in contract net prices for low sulfur clear diesels.

BULK FUELS AND HEATING OIL CONTRACT

5. OPIS RackFax RACK AVERAGE prices identified as OPIS GROSS DISTILLATE PRICES for Hi Sul No. 2 and Lo Sul Red No. 1 shall be used to reference changes in contract net prices for Heating Oil No. 2 and Heating Oil No. 1, respectively.
6. Terminal prices to be used for the various Division of Purchasing Zones are: SPOKANE, WA terminal (for Zones 1 & 2); BOISE, ID terminal (for Zone 3); BURLEY, ID terminal (for Zone 4); and POCATELLO, ID terminal (for Zones 5 & 6). No other price change method such as referencing your own price list or your supplier's posted price list or any other publication shall be considered.
7. The contract base prices will be per the Oil Price Information Service (OPIS) OPIS RackFax as published daily by UCG, 11300 Rockville Pike, Suite 1100, Rockville, MD 20852-3030. These prices will be the prices in effect for deliveries made on that date and will be posted on the Idaho Transportation Department (ITD) internet website. The State expects to receive and post the prices in the afternoon on a daily basis Monday through Friday, holidays excepted. Weekend and holiday prices will be posted the following business day. Contractor agrees to access the ITD website to determine appropriate contract base prices. (The internet website address will be provided to successful vendors at time of award)
8. Blended diesel (#1 diesel blended with #2 diesel) may only be invoiced at the actual quantity of each gallon of each fuel grade delivered. Blending fees must be included in the Contractor's margin.
9. The price per gallon for diesel with a winter chemical additive must be the same as the price per gallon without the additive. The Contractor's invoice is to show the winter chemical additive as a separate entry. Blending fees are to be included in the price of the winter chemical additive.
10. It is understood and agreed that company names and prices can be removed from and added to the OPIS RackFax publication by the publishing company without affecting the procedure for price computation.
11. If it appears that an error has occurred in any OPIS RackFax issue, the Division of Purchasing shall contact the publisher for clarification.
12. If it is discovered, after the fact, that an OPIS RackFax publication that had been used to adjust prices was in error, or that another error occurred, corrections will be made subject to the following conditions:
 - A. The error is detected and sufficient data is available to make corrections within thirty (30) calendar days after the effective date of the contract prices reflecting the erroneous pricing information.
 - B. The amount necessary to make the correcting adjustment, plus or minus, must require an invoice correction in excess of \$40.00.
13. Notwithstanding the above, should the price structure become unworkable, detrimental or injurious to the State of Idaho, or result in prices which are not truly reflective of current market conditions and no adjustment in price is mutually agreeable, the Division of Purchasing reserves the right to cancel this contract.

ORDERING PROCEDURE

1. There is no minimum order quantity. Every effort will be made by the State of Idaho ordering agencies to consolidate orders of all items for each delivery destination.
2. Orders may be placed to Contractor by telephone, e-mail or by fax.

CONTRACT CANCELLATION CONDITIONS

In addition to any other reasons otherwise available to the State, a contract may be terminated in part or in its entirety by the Division of Purchasing upon written or verbal notice for a violation of any of the following conditions:

BULK FUELS AND HEATING OIL CONTRACT

1. Delivery of any contaminated product or delivery of any product that does not meet the bid specifications for that product. Final determination of fuel contamination or product specification deviation will be made by a certified commercial laboratory approved by the Idaho Transportation Department or the Idaho Transportation Department laboratory.
2. Inability or failure to deliver product(s) by the time agreed to when order is placed, unless prior notification (telephone) is received by the using agency. In case of Contractor's inability or failure to deliver product(s) by the time agreed, or in the case of an emergency, the State reserves the right to order elsewhere as necessary.
3. Failure of a Contractor to provide necessary and complete documentation of a fixed cost adjustment (increase/decrease).

FUEL QUALITY

1. All fuels delivered are subject to testing by a certified commercial laboratory, approved by the Idaho Transportation Department or the Idaho Transportation Department laboratory, to determine acceptability. If fuel delivered is contaminated or does not comply with contract specifications, all costs for testing shall be paid by the Contractor. In addition, the State reserves the right to require the Contractor to remove Contractor-supplied contaminated or non-compliant fuel from bulk tanks and equipment tanks and replace the contaminated or non-compliant fuel with fuel that meets specifications. The cost for removal of the contaminated or non-compliant fuel and the cost for the cleanup shall be paid by the Contractor. Contractor agrees to pump the bulk tank and equipment tanks to remove Contractor-supplied contaminated or non-compliant fuel within twenty-four (24) hours after receiving verbal or written notification that the product is contaminated or does not meet contract specification requirements.
2. The State reserves the right to procure a sample of fuel from the Contractor's delivery truck at time of delivery for purposes of verification of specification compliance.
3. Deliveries and/or payment may be refused if quality is unacceptable.
4. Nothing herein shall preclude conformance with other federal, state, or local regulations that may be more stringent.

SPECIFICATIONS FOR GASOLINE

1. Gasoline must meet or exceed standard specifications listed in the American Society for Testing and Materials (ASTM) Specification D4814-01.
2. Contractor must provide gasoline complying with volatility requirements as outlined in ASTM, Specification D4814, Table 4 (Seasonal Specifications).
3. For all delivery sites requiring unleaded gasoline, the Contractor agrees to provide unleaded gasoline with an anti-knock index "(R+M)/2" of at least 87. It is assumed all orders are for **87-octane**, however, an ordering agency may order a higher octane fuel. Contractor's margin will be the same for all gasoline regardless of octane.
4. Minimum required octane ratings:

		Unl	Mid-grade	Pre-Unl
Spokane terminal:		87	89	92
Boise terminal:		87	89	91
Burley terminal:		* 85	88	91
Poc atello terminal:		* 85	87	91

* Agencies will order Mid-Grade, see Paragraph # 3, above.
5. Contractor must attach and maintain octane stickers on all gasoline pumps at sites where they deliver gasoline.
6. Between May 1 and September 15, Contractor must provide gasoline having Reid vapor pressure exceeding 9.0 pounds per square inch. If the requirements of the Federal regulation change during the contract period, this requirement will change accordingly.

BULK FUELS AND HEATING OIL CONTRACT

SPECIFICATIONS FOR DIESEL FUEL

1. Diesel fuel must meet or exceed standard specifications listed in the American Society for Testing and Materials (ASTM) Specification D976 (cetane, distillation and gravity).
2. Diesel fuel must meet or exceed standard specifications listed in ASTM Specification D1976 (water and sediment).
3. Ultra Low-sulfur dyed diesel must meet or exceed standard specifications listed in ASTM Specification D4294.
4. **The Idaho Transportation Department requires ULow-sulfur dyed diesel in ALL CASES** (except for high sulfur #2 used as heating oil at Cotterell East Port of Entry and Cotterell West Port of Entry).

SPECIFICATIONS FOR HEATING OILS

Heating Oil #1/Stove Oil (ULow Sulfur Dyed Diesel #1) - For pot-type burners and circulating air furnaces.

Heating Oil #2 (High-Sulfur Dyed Diesel #2) - For pressure and gun-type oil burners.

Note: If market conditions prevent Contractor from obtaining high-sulfur dyed diesel, then low-sulfur dyed diesel may be substituted with approval of ordering agency. In this case, the Contractor will invoice for the low-sulfur diesel.

DIESEL #2 FUEL BLENDING SPECIFICATIONS

1. Contractor must provide blended diesel that meets or exceeds standard specifications listed in the American Society for Testing and Materials (ASTM) Specification D2500.
2. Contractor must provide blended diesel that is suitable for use at the temperatures that can reasonably be expected to occur. In most cases satisfactory operation can be expected to occur if the cloud point (or wax appearance point) is 5 degrees F above the tenth percentile minimum ambient air temperature for the area.
3. It is the Contractor's responsibility to determine the total tank volume after delivery is the correct blend.
4. The following blending table suggests appropriate fuel blends:

TEMPERATURE (Degrees F):		0	-5	-10	-15	-20	-25	-30	-35
#1 DIESEL	0%		15%	40%	50%	60%	67%	75%	100%
#2 DIESEL		100%	85%	60%	50%	40%	33%	25%	0%

CHEMICAL TREATMENT OF DIESEL FOR WINTER CONDITIONS

1. In the past, the Idaho Transportation Department has typically ordered a blend of #1 and #2 diesels for winter conditions. This agency is now interested in purchasing diesel fuel that has been treated with a winter chemical additive in place of ordering a blend of #1 and #2 diesel. Blending of #1 and #2 diesels may be done in addition to chemical for very cold regions of the state. Award of this contract will not be based on the vendor's ability to provide a chemically-treated winter blend.
2. If the Contractor can provide winter chemical additive, the Idaho Transportation Department may order diesel fuel treated with a winter chemical additive.
3. Ordering agency must approve the additive being used by the Contractor.
4. Contractor must provide chemically blended diesel suitable for use at the temperatures that can reasonably be expected at each specific delivery site.

BULK FUELS AND HEATING OIL CONTRACT

5. Contractor must determine the chemical blend rate appropriate for the post-delivery total tank volume.
6. Contractor must treat the diesel before delivery to a site. The Contractor must not blend in the agency's tank.

BIODIESEL

1. The State Agencies may be interested in having diesel blended with a percentage of biodiesel delivered to one or more of their tanks. Award of this contract will not be based on the vendor's ability to provide biodeisel.
2. If the Contractor can provide biodiesel and the ordering agency requests it, the Contractor and the ordering agency must mutually agree on the cost of the biodeisel at the time of ordering. This cost must include any cost for blending.
3. Contractor must blend biodiesel with the diesel before delivery to a site. The Contractor must not blend in the agency's tank.

IDAHO TRANSPORTATION DEPARTMENT BILLING/CONTACT INFORMATION

Zone 1 Zone
Supply Operations Supervisor Supply
Idaho Transportation Department
600 West Prairie, Coeur D'Alene, ID 83815-8764
772-1245 – Telephone
772-1265 – Fax 886-7890
 886-7896

4
Operations Supervisor
Idaho Transportation Department
PO Box 2-A, Shoshone, ID 83352-0820
216 Date Street, Shoshone, ID 83352
- Telephone
- Fax

Zone 2 Zone
Supply Operations Supervisor Supply
Idaho Transportation Department
PO Box 837, Lewiston, ID 83501-0837
2600 Frontage Rd. 5151
Lewiston, ID 83501 Pocatello,
799-799-5090 – Telephone 239-3346
799-4302 – Fax 239-3395

5
Operations Supervisor
Idaho Transportation Department
PO Box 4700, Pocatello, ID 83205-4700
South 5th
ID 83204
- Telephone
- Fax

Zone 3 Zone
Supply Operations Supervisor Supply
Idaho Transportation Department
PO Box 8028, Boise, ID 83707-2028
8150 Chinden Blvd., Boise, ID 83714-1367
334-8317 – Telephone 745-5650
334-8321 – Fax 745-6981

6
Operations Supervisor
Idaho Transportation Department
PO Box 97, Rigby, ID 83442-0097
206 North Yellowstone, Rigby, ID 83442
- Telephone
- Fax

SPECIAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

PRICING INSTRUCTIONS

1. Bidders: Enter your bid price (margin) for each type of fuel and delivery destination in the appropriate spaces in the attached bidding schedule. Bidder is to show the amount (margin) to be added to the OPIS RackFax Rack Average price for the city or terminal designated for each zone: Spokane, WA. (Zones 1 & 2); Boise, ID. (Zone 3); Burley, ID. (Zone 4) and Pocatello, ID. (Zones 5 & 6).
2. Refusal by a bidder to accept OPIS RackFax Rack average prices for the contract price adjustments as specified herein will be cause for non-acceptance of their bid.
3. Bidder's margin must include freight (delivery cost); blending fees (charge for blending Diesel #1 and Diesel #2); and all other costs except fixed costs (taxes).

BULK FUELS AND HEATING OIL CONTRACT

4. Storage capacity information is provided but is not a guarantee. Quantities given are estimates of use for bidding purposes only and are not guarantees. Actual quantities to be used are unknown and may be more or less. No minimum order quantity is guaranteed.
5. Sites listed in the bid schedule are expected to be active during the contract period but could become temporarily inactive or permanently closed at any time. There is no guarantee that any site will remain in use.
6. In the proper column of the bid schedule, indicate the price per gallon and the name of the product for winter chemical additive if you can provide it for each specific Idaho Transportation Department site you are bidding. This price is to include blending. Bidder's inability to offer winter chemical additive will not be reason for rejection of a bid nor will it be used as criteria for bid award.
7. In the proper column of the bid schedule, enter Y (yes) or N (no) indicating your ability to provide biodiesel to each specific Idaho Transportation Department site you are bidding. Bidder's inability to offer biodiesel will not be reason for rejection of a bid nor will it be used as criteria for bid award
8. **BIDS REQUIRING A MINIMUM DELIVERY QUANTITY WILL NOT BE CONSIDERED OR ACCEPTED**

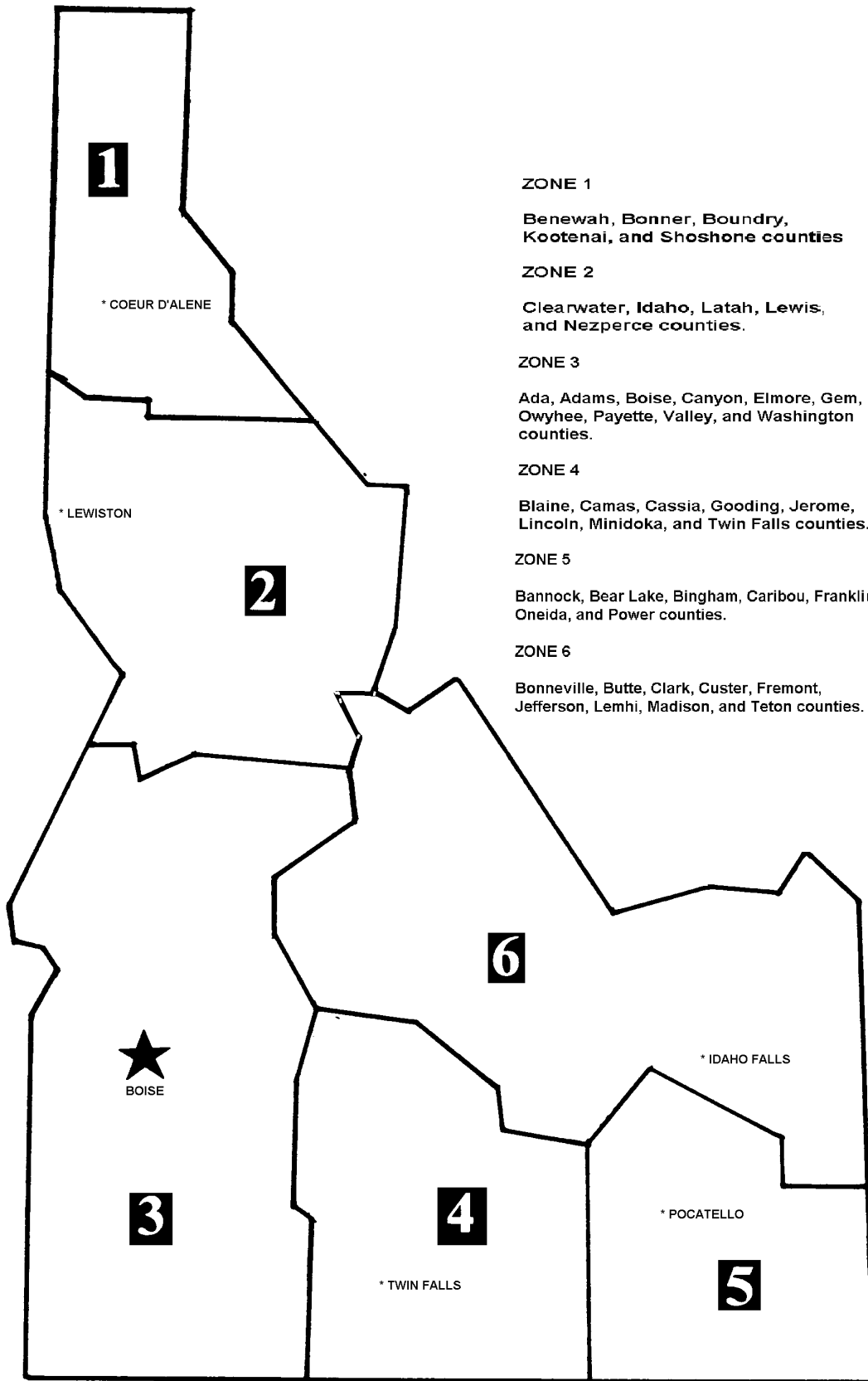
METHOD OF AWARD:

For all agencies including Idaho Transportation Department Districts 1, 2 & 6:

1. For each delivery site, award will be "all or none" based on lowest grand total of extended unit prices (margins) bid for all products at that delivery site.
2. Bidders are required to bid all types of fuel requested for a single delivery site.
3. Bids not offering all required items for a delivery site will not be considered or accepted for that site.
4. A bidder may be awarded more than one delivery site.

For Idaho Transportation Department (ITD) Districts 3, 4 & 5:

1. For each ITD district: Award will be "all or none" based on grand total of extended unit prices (margins) bid for all products at all ITD delivery locations within the district. (One contractor for all locations within ITD District 3; one contractor for all locations within ITD District 4 and one contractor for all locations within ITD District 5)
2. Bidders are required to bid all types of fuel required for all delivery locations within an ITD district. Bids not offering all required items for all delivery locations within the district will not be considered or accepted for that ITD district.
3. A bidder may be awarded more than one ITD district. Bidder may offer a bid for any one or more ITD districts.



Bill To:

State of Idaho Various Agencies
Various State Agencies
located throughout Idaho

Various, ID 83701



State of Idaho Various Agencies

THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

Statewide Blanket Purchase Order

Statewide Blanket Purchase
Order
SBPO1275

DELIVER**TO:**

State of Idaho Various Agencies
Various State Agencies
located throughout Idaho

Various, ID 83701
bonnie.sletten@adm.idaho.gov

Date: Tue Oct 02, 2007

F.O.B: Destination

Terms:

VENDOR:

ST JOE OIL CO INC
PO BOX 277
1040 RAILROAD AV
ST MARIES, ID 83861
Attn: Primary Customer Contact
Vendor Nbr: 30398
Emailed To: stjoeoil2@stmaries.com
Phone: 208-245-2311
Fax: 208-245-4650
Account Number: P00000026457

Start of Service Mon Oct 01, 2007
Date

End of Service Wed Sep 30, 2009
Date:

[ITB03110](#)
RFQ#: From: [FORMULTIPLEAWD](#)
DOC#: [SBPO1265](#)
PREQ13519

File(s) Attached:

- ☐ 07_BulkFuel_Award_StJoeOil.xls
- ☐ Zones.pdf
- ☐ 07_STW_BulkFuel_Requirements.doc

Buyer: [ANTHONY OPALKA](#) 208-332-1603

Assign/Manage pCard

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		217035.00
	Total:			217035.00
Blanket Comments:NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD			
	<p>Contract for Delivery of Bulk Fuel(s) for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67 -2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis for a period of two (2) years, with three (3) one year renewal periods.</p> <p>Contract Title:.....Delivery of Bulk Fuel(s) Contract Usage Type:.....Mandatory Public Agency Clause:Yes Contract Administration:..... Anthony Opalka ---Phone Number:.....208-332-1603 ---E-Mail:.....anthony.opalka@adm.idaho.gov</p> <p>Contractor's Primary Contact ---Attn:.....Kenny Osier</p>			

---Address:.....PO Box 277
 ---City, State, Zip:.....St. Maries ID 83861
 Phone Number:.....208-245-2311
 Fax Number:.....208-245-4650
 E-Mail:.....kenny@stjoeoil.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	Delivery of Bulk Fuel(s) for Zone 1 and 2, per the attached spreadsheet titled "07_BulkFuel_Award_StJoeOil.xls" (405-09) (nt)	1 LOT	217035.00	217035.00
General Comments:	<p>QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.</p> <p>Order Placement Address: Same as above</p> <p>Payment Address: Same as above</p> <p>THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.</p> <p>In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> 1. This Statewide Blanket Purchase Order document. 2. The state of Idaho's original solicitation document. 3. The Contractor's signed bid, quotation, or offer. <p>INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.</p>			
Instructions:				
Freight / Handling Included in Price				
By:		ANTHONY T. OPALKA		

Bulk Fuel Bid Schedule

			St Joe Oil					
	Bidder's Margin = freight + blending fees + profit BUT excludes Fixed Costs (i.e., taxes)					For ITD sites ONLY		For ITD sites ONLY
	Bid All items for each Delivery Address!					(IF OFFERED)	(IF OFFERED)	Can you provide
				Diesel 1 & 2	Heating Oil	Winter Chemical	Winter Chemical	Biodiesel at
Delivery		Phone	Unleaded	ULS Dyed	#1 & #2	Additive	Additive	this Delivery Site?
Destination	Physical Address	Number	Margin	Margin	Margin	Price per Gallo	Name of Product	(Yes or NO?)
ZONE 1						X	X	X
Idaho Transportation Department						X	X	X
Osburn	I-90 MP 54.6 (Exit 54)	556-2711	0.1100	0.1100		0.0200	Power Svs	No
Santa	SH-3 MP 67.8	245-3201	0.0875	0.0875		0.0200	Power Svs	No
St. Maries	SH-3 MP 81.77	245-2021	0.0875	0.0875		0.0200	Power Svs	No
						X	X	X
Idaho Department of Parks & Recreation						X	X	X
Plummer, ID	Heyburn State Park	686-1308	0.1200	0.1200	0.1200	X	X	X

Bulk Fuel Bid Schedule

			St Joe Oil				
			Bidder's Margin = freight + blending fees				For ITD sites ONLY
	Bid All items for each Delivery Address!				(IF OFFERED)	(IF OFFERED)	Can you provide
				Diesel 1 & 2	Winter Chemical	Winter Chemical	Biodiesel at
Delivery		Phone	Unleaded	ULS Dyed	Additive	Additive	this Delivery Site?
Destination	Physical Address	Number	Margin	Margin	Price per Gallon	Name of Product	(Yes or NO?)
ZONE 2							
Idaho Transportation Department					X	X	X
Bovill	SH-8 MP 36.19	826-3221	0.1300	0.1300	0.0200	Power Svs	No

BULK FUELS AND HEATING OIL CONTRACT

SPECIAL CONTRACT TERMS AND CONDITIONS

This contract is for a TWO (2) YEAR period of time commencing on or about October 1, 2007, or date of award, for the purchase of BULK FUELS AND HEATING OIL; with option to renew (upon mutual agreement of both parties) for Three (3) additional ONE (1) YEAR periods. The State of Idaho (State) will not be obligated or required to purchase any of the Contractor's surplus inventories resulting from the expiration of this contract. Use of the contract by public agencies (cities, counties, school districts, etc.) will be subject to mutual agreement of both parties (see Public Agency Clause).

TRANSITION PERIOD

In the event a replacement contract is not established before expiration of this contract or upon termination by the State, it is the responsibility of the Contractor to continue the contract under the same terms and conditions until a new contract is in place. At no time shall this transition period be more than ninety (90) days beyond the original expiration date of the contract.

EXCEPTIONS TO USE

State agencies will obtain all bulk fuels and heating oil from this contract. The State reserves the right to purchase product elsewhere on an emergency basis or where any delivery requirements are burdensome or restrictive.

CLOSING DELIVERY SITES

Agencies reserve the right to close any delivery site or discontinue any fuel product at any time without prior notice to the Contractor or penalty to the State.

REPLACEMENT DELIVERY SITES

The State can close any delivery site and establish a replacement delivery site within ten (10) miles of the original site. The Contractor must deliver fuels for the replacement site at the same margin as was being charged at the closed site.

CHANGES AT DELIVERY SITES

1. The State reserves the right to add, replace, or remove tanks and also reserves the right to add fuels at any delivery site without prior notice to the Contractor or penalty to the State.
2. The Contractor agrees to deliver fuels to additional tanks at a delivery site using the same margin as already charged for that product.
3. If tanks for additional types of fuels are added at a delivery site, the Contractor agrees to provide the additional fuels at a mutually agreed upon price consistent with existing prices for those fuels at nearby delivery sites serviced by the Contractor.

DELIVERY REQUIREMENTS

1. Fuel metering devices must be utilized to provide accurate delivery quantities. Contractor's delivery truck must have a metering device. The only exception to this requirement is for deliveries from a fuel distribution point/terminal directly to a State site using a transport truck. In this case a bill of lading for each truck and/or trailer load will be acceptable. Split loads will be accepted if all fuel from the distribution point/terminal is for delivery to multiple sites of a single State agency.
2. Delivery ticket must be presented at time of product delivery. Bill of lading/metered quantity may be transferred to delivery ticket by hand at time of delivery. Bill of lading must also be attached to the delivery ticket. The State will pay only for the actual amount of fuel delivered as shown on the delivery vehicle's metering device or on bill of lading.
3. Contractor must be in compliance with Bureau of Weights and Measures rule IDAPA 02.02.14 (concerning ticket printer requirements for vehicle-mounted metering systems). For vehicles with ticket printers, the printed metering ticket must be attached to the delivery ticket.

BULK FUELS AND HEATING OIL CONTRACT

4. Delivery is required within forty-eight (48) hours (two business days) after receipt of order. Deliveries exceeding forty-eight hours may be allowed, at the discretion of State agency ordering personnel, at time of order. Exception: **Idaho Transportation Department's Osburn Yard**: Delivery is required within twenty-four (24) hours after receipt of order.
5. At least twenty-four (24) hours before delivery, the Contractor must contact the delivery site advising them of the arrival time of the delivery truck (within a two (2) hour period of time). For all deliveries, a State agency representative must be: (1) informed of the delivery truck arrival; (2) afforded an opportunity to observe/confirm off-loading; and (3) be given a numbered delivery receipt to sign confirming delivered quantities. Practical procedures for accomplishing these requirements will be at the discretion of each State agency.
6. Unless specified by the ordering agency at time of order, the delivery must be during normal working hours at the site where the product is being delivered.
7. Contractor must provide telephone numbers for contact by State agencies.
8. Prior to fueling, the Contractor will determine that the tank system to be filled is able to hold the volume of fuel being delivered.
9. The Contractor shall perform all deliveries to facilities in a safe and professional manner. Contractor's equipment shall be in good working order and all Contractor personnel shall be trained in safety measures to preclude accidents endangering personnel or property.
10. The Contractor must provide systems necessary to prevent spills and overfills from occurring during the product transfer. The Contractor must also provide the systems necessary to prevent product from reaching streets, catch basins or other drainage structures during product transfers.
11. The fuel truck operator will be present during delivery and take an active part in the prevention of spills. The fuel truck operator will take immediate action to stop the flow of product when the working capacity of the tank has been reached or when an emergency or spill occurs. Prior to transfer of product and also prior to departure of delivery truck, the fuel truck operator shall examine the lowermost drain and all outlets for leakage, and if necessary, tighten, adjust or replace to prevent liquid leakage.
12. All Idaho Transportation Department above-ground storage tanks are filled through a fill port located on top of the tank with the exception of the following Idaho Transportation Department delivery sites that are filled through a fill port located on the side of the tank: Fleming, Grangeville, Kooskia, Lucile, Orofino and Powell.
13. In the event deliveries are sub-contracted to another vendor by the Contractor, the Contractor is ultimately responsible for complying with all conditions of this contract.

TAXES

1. Contract prices and/or Contractor margins shall not include taxes. Taxes applicable at time of delivery are to be added to invoices as separate entries.
2. The State does not pay Federal Excise tax. This tax is not to be included on Contractor's invoice.
3. It is agreed and understood that the Contractor shall be responsible for filing all necessary claims for tax refunds due the Contractor.

As of January 1, 1996 . . .

Idaho Fuel Tax must be charged on all UNDYED (CLEAR) DIESEL FUEL sold.

If tax-paid fuel (clear) is used for nontaxable purposes, you may claim a refund from the tax commission by filing a Form 75. For any questions please call your nearest State of Idaho State Tax Commission office.

Idaho Fuel Tax will not be charged on any DYED DIESEL FUEL.

Red-Dyed HIGH-SULFUR diesel fuel

BULK FUELS AND HEATING OIL CONTRACT

- Cannot be used in any motor vehicle.
- Can be used in equipment, stationary engines, combines, tractors, etc.

Red-Dyed ULTRA LOW-SULFUR Diesel Fuel

- Can be used in vehicles operated exclusively by state or local government
- Can be used in vehicles that are not required to be licensed, equipment, stationary engines, combines, tractors.

INVOICES

1. The State reserves the right to withhold payment without penalty until properly executed invoice/delivery tickets are submitted.
2. Invoices must be Contractor's invoices. The State will not accept invoices from sub-contractors and will not pay sub-contractors.
3. Contractor's invoices will include the agency's billing/contact information (name, address, phone and fax no.) as provided by the ordering agency.
4. The Contractor must deliver/fax an invoice to each agency's business office within forty-eight (48) hours (two (2) business days) after delivery of the fuel. The billing contact information for Idaho Transportation Department delivery sites can be found on page 7 of these specifications. Other agencies will furnish billing information to the Contractor on an as-needed basis. In the case of a late delivery, fuel base price will be the lower of the price posted by Idaho Transportation Department on the actual day of delivery or any day between date of order and actual date of delivery.
5. The Contractor's invoice will show the date of delivery and separately list for each fuel delivered, the fuel price (as posted on the Idaho Transportation Department website), the Contractor's margin and all applicable fixed costs (i.e., taxes).
6. For gasoline delivered between the dates of May 1 and September 1, the Contractor's invoice must indicate the Reid vapor pressure of the gasoline.
7. The following are fixed costs:

State Excise Tax (gasoline)	\$0.25
Special Fuels Tax (undyed diesel only)	\$0.25

NOTE: Special fuels tax is not charged on dyed diesel.
8. Any mandatory fixed costs added by federal, state or local government after award of this contract will be allowed.

PRICE ADJUSTMENTS/PRICING

1. The State's intention is to establish fuel contracts whereby the purchase price per gallon of fuel can be directly reconciled to the published **OPIS RackFax Closing** prices FOB Terminal in ct/gal, excluding taxes, discounts and Superfund line items based on the following formula:

$$\text{Contract Net Price per gallon} = \text{OPIS RackFax Rack Average price in effect on date of delivery} + \text{Applicable Taxes/Fees} + \text{Contractor's Margin}$$
2. The OPIS RackFax RACK AVERAGE prices identified as OPIS CLEAR GROSS GASOLINE PRICES for Unl, Mid and Pre Unl shall be used to reference changes in contract net prices for unleaded gasoline.
3. The OPIS RackFax RACK AVERAGE prices identified as OPIS GROSS DISTILLATE PRICES for Ultra Lo Sul Red No. 2, and Ultra Lo Sul Red No. 1 shall be used to reference changes in contract net prices for Diesel No. 2 ULS Dyed and Diesel No. 1 ULS Dyed.
4. The OPIS RackFax RACK AVERAGE prices identified as OPIS GROSS DISTILLATE PRICES for Ultra Lo Sul No. 2 and Ultra Lo Sul No. 1 shall be used to reference changes in contract net prices for low sulfur clear diesels.

BULK FUELS AND HEATING OIL CONTRACT

5. OPIS RackFax RACK AVERAGE prices identified as OPIS GROSS DISTILLATE PRICES for Hi Sul No. 2 and Lo Sul Red No. 1 shall be used to reference changes in contract net prices for Heating Oil No. 2 and Heating Oil No. 1, respectively.
6. Terminal prices to be used for the various Division of Purchasing Zones are: SPOKANE, WA terminal (for Zones 1 & 2); BOISE, ID terminal (for Zone 3); BURLEY, ID terminal (for Zone 4); and POCATELLO, ID terminal (for Zones 5 & 6). No other price change method such as referencing your own price list or your supplier's posted price list or any other publication shall be considered.
7. The contract base prices will be per the Oil Price Information Service (OPIS) OPIS RackFax as published daily by UCG, 11300 Rockville Pike, Suite 1100, Rockville, MD 20852-3030. These prices will be the prices in effect for deliveries made on that date and will be posted on the Idaho Transportation Department (ITD) internet website. The State expects to receive and post the prices in the afternoon on a daily basis Monday through Friday, holidays excepted. Weekend and holiday prices will be posted the following business day. Contractor agrees to access the ITD website to determine appropriate contract base prices. (The internet website address will be provided to successful vendors at time of award)
8. Blended diesel (#1 diesel blended with #2 diesel) may only be invoiced at the actual quantity of each gallon of each fuel grade delivered. Blending fees must be included in the Contractor's margin.
9. The price per gallon for diesel with a winter chemical additive must be the same as the price per gallon without the additive. The Contractor's invoice is to show the winter chemical additive as a separate entry. Blending fees are to be included in the price of the winter chemical additive.
10. It is understood and agreed that company names and prices can be removed from and added to the OPIS RackFax publication by the publishing company without affecting the procedure for price computation.
11. If it appears that an error has occurred in any OPIS RackFax issue, the Division of Purchasing shall contact the publisher for clarification.
12. If it is discovered, after the fact, that an OPIS RackFax publication that had been used to adjust prices was in error, or that another error occurred, corrections will be made subject to the following conditions:
 - A. The error is detected and sufficient data is available to make corrections within thirty (30) calendar days after the effective date of the contract prices reflecting the erroneous pricing information.
 - B. The amount necessary to make the correcting adjustment, plus or minus, must require an invoice correction in excess of \$40.00.
13. Notwithstanding the above, should the price structure become unworkable, detrimental or injurious to the State of Idaho, or result in prices which are not truly reflective of current market conditions and no adjustment in price is mutually agreeable, the Division of Purchasing reserves the right to cancel this contract.

ORDERING PROCEDURE

1. There is no minimum order quantity. Every effort will be made by the State of Idaho ordering agencies to consolidate orders of all items for each delivery destination.
2. Orders may be placed to Contractor by telephone, e-mail or by fax.

CONTRACT CANCELLATION CONDITIONS

In addition to any other reasons otherwise available to the State, a contract may be terminated in part or in its entirety by the Division of Purchasing upon written or verbal notice for a violation of any of the following conditions:

BULK FUELS AND HEATING OIL CONTRACT

1. Delivery of any contaminated product or delivery of any product that does not meet the bid specifications for that product. Final determination of fuel contamination or product specification deviation will be made by a certified commercial laboratory approved by the Idaho Transportation Department or the Idaho Transportation Department laboratory.
2. Inability or failure to deliver product(s) by the time agreed to when order is placed, unless prior notification (telephone) is received by the using agency. In case of Contractor's inability or failure to deliver product(s) by the time agreed, or in the case of an emergency, the State reserves the right to order elsewhere as necessary.
3. Failure of a Contractor to provide necessary and complete documentation of a fixed cost adjustment (increase/decrease).

FUEL QUALITY

1. All fuels delivered are subject to testing by a certified commercial laboratory, approved by the Idaho Transportation Department or the Idaho Transportation Department laboratory, to determine acceptability. If fuel delivered is contaminated or does not comply with contract specifications, all costs for testing shall be paid by the Contractor. In addition, the State reserves the right to require the Contractor to remove Contractor-supplied contaminated or non-compliant fuel from bulk tanks and equipment tanks and replace the contaminated or non-compliant fuel with fuel that meets specifications. The cost for removal of the contaminated or non-compliant fuel and the cost for the cleanup shall be paid by the Contractor. Contractor agrees to pump the bulk tank and equipment tanks to remove Contractor-supplied contaminated or non-compliant fuel within twenty-four (24) hours after receiving verbal or written notification that the product is contaminated or does not meet contract specification requirements.
2. The State reserves the right to procure a sample of fuel from the Contractor's delivery truck at time of delivery for purposes of verification of specification compliance.
3. Deliveries and/or payment may be refused if quality is unacceptable.
4. Nothing herein shall preclude conformance with other federal, state, or local regulations that may be more stringent.

SPECIFICATIONS FOR GASOLINE

1. Gasoline must meet or exceed standard specifications listed in the American Society for Testing and Materials (ASTM) Specification D4814-01.
2. Contractor must provide gasoline complying with volatility requirements as outlined in ASTM, Specification D4814, Table 4 (Seasonal Specifications).
3. For all delivery sites requiring unleaded gasoline, the Contractor agrees to provide unleaded gasoline with an anti-knock index "(R+M)/2" of at least 87. It is assumed all orders are for **87-octane**, however, an ordering agency may order a higher octane fuel. Contractor's margin will be the same for all gasoline regardless of octane.
4. Minimum required octane ratings:

		Unl	Mid-grade	Pre-Unl
Spokane terminal:		87	89	92
Boise terminal:		87	89	91
Burley terminal:		* 85	88	91
Poc atello terminal:		* 85	87	91

* Agencies will order Mid-Grade, see Paragraph # 3, above.
5. Contractor must attach and maintain octane stickers on all gasoline pumps at sites where they deliver gasoline.
6. Between May 1 and September 15, Contractor must provide gasoline having Reid vapor pressure exceeding 9.0 pounds per square inch. If the requirements of the Federal regulation change during the contract period, this requirement will change accordingly.

BULK FUELS AND HEATING OIL CONTRACT

SPECIFICATIONS FOR DIESEL FUEL

1. Diesel fuel must meet or exceed standard specifications listed in the American Society for Testing and Materials (ASTM) Specification D976 (cetane, distillation and gravity).
2. Diesel fuel must meet or exceed standard specifications listed in ASTM Specification D1976 (water and sediment).
3. Ultra Low-sulfur dyed diesel must meet or exceed standard specifications listed in ASTM Specification D4294.
4. **The Idaho Transportation Department requires ULow-sulfur dyed diesel in ALL CASES** (except for high sulfur #2 used as heating oil at Cotterell East Port of Entry and Cotterell West Port of Entry).

SPECIFICATIONS FOR HEATING OILS

Heating Oil #1/Stove Oil (ULow Sulfur Dyed Diesel #1) - For pot-type burners and circulating air furnaces.

Heating Oil #2 (High-Sulfur Dyed Diesel #2) - For pressure and gun-type oil burners.

Note: If market conditions prevent Contractor from obtaining high-sulfur dyed diesel, then low-sulfur dyed diesel may be substituted with approval of ordering agency. In this case, the Contractor will invoice for the low-sulfur diesel.

DIESEL #2 FUEL BLENDING SPECIFICATIONS

1. Contractor must provide blended diesel that meets or exceeds standard specifications listed in the American Society for Testing and Materials (ASTM) Specification D2500.
2. Contractor must provide blended diesel that is suitable for use at the temperatures that can reasonably be expected to occur. In most cases satisfactory operation can be expected to occur if the cloud point (or wax appearance point) is 5 degrees F above the tenth percentile minimum ambient air temperature for the area.
3. It is the Contractor's responsibility to determine the total tank volume after delivery is the correct blend.
4. The following blending table suggests appropriate fuel blends:

TEMPERATURE (Degrees F):		0	-5	-10	-15	-20	-25	-30	-35
#1 DIESEL	0%		15%	40%	50%	60%	67%	75%	100%
#2 DIESEL		100%	85%	60%	50%	40%	33%	25%	0%

CHEMICAL TREATMENT OF DIESEL FOR WINTER CONDITIONS

1. In the past, the Idaho Transportation Department has typically ordered a blend of #1 and #2 diesels for winter conditions. This agency is now interested in purchasing diesel fuel that has been treated with a winter chemical additive in place of ordering a blend of #1 and #2 diesel. Blending of #1 and #2 diesels may be done in addition to chemical for very cold regions of the state. Award of this contract will not be based on the vendor's ability to provide a chemically-treated winter blend.
2. If the Contractor can provide winter chemical additive, the Idaho Transportation Department may order diesel fuel treated with a winter chemical additive.
3. Ordering agency must approve the additive being used by the Contractor.
4. Contractor must provide chemically blended diesel suitable for use at the temperatures that can reasonably be expected at each specific delivery site.

BULK FUELS AND HEATING OIL CONTRACT

5. Contractor must determine the chemical blend rate appropriate for the post-delivery total tank volume.
6. Contractor must treat the diesel before delivery to a site. The Contractor must not blend in the agency's tank.

BIODIESEL

1. The State Agencies may be interested in having diesel blended with a percentage of biodiesel delivered to one or more of their tanks. Award of this contract will not be based on the vendor's ability to provide biodeisel.
2. If the Contractor can provide biodiesel and the ordering agency requests it, the Contractor and the ordering agency must mutually agree on the cost of the biodeisel at the time of ordering. This cost must include any cost for blending.
3. Contractor must blend biodiesel with the diesel before delivery to a site. The Contractor must not blend in the agency's tank.

IDAHO TRANSPORTATION DEPARTMENT BILLING/CONTACT INFORMATION

Zone 1 Zone
Supply Operations Supervisor Supply
Idaho Transportation Department
600 West Prairie, Coeur D'Alene, ID 83815-8764
772-1245 – Telephone
772-1265 – Fax 886-7890
 886-7896

4
Operations Supervisor
Idaho Transportation Department
PO Box 2-A, Shoshone, ID 83352-0820
216 Date Street, Shoshone, ID 83352
- Telephone
- Fax

Zone 2 Zone
Supply Operations Supervisor Supply
Idaho Transportation Department
PO Box 837, Lewiston, ID 83501-0837
2600 Frontage Rd. 5151
Lewiston, ID 83501 Pocatello,
799-799-5090 – Telephone 239-3346
799-4302 – Fax 239-3395

5
Operations Supervisor
Idaho Transportation Department
PO Box 4700, Pocatello, ID 83205-4700
South 5th
ID 83204
- Telephone
- Fax

Zone 3 Zone
Supply Operations Supervisor Supply
Idaho Transportation Department
PO Box 8028, Boise, ID 83707-2028
8150 Chinden Blvd., Boise, ID 83714-1367
334-8317 – Telephone 745-5650
334-8321 – Fax 745-6981

6
Operations Supervisor
Idaho Transportation Department
PO Box 97, Rigby, ID 83442-0097
206 North Yellowstone, Rigby, ID 83442
- Telephone
- Fax

SPECIAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

PRICING INSTRUCTIONS

1. Bidders: Enter your bid price (margin) for each type of fuel and delivery destination in the appropriate spaces in the attached bidding schedule. Bidder is to show the amount (margin) to be added to the OPIS RackFax Rack Average price for the city or terminal designated for each zone: Spokane, WA. (Zones 1 & 2); Boise, ID. (Zone 3); Burley, ID. (Zone 4) and Pocatello, ID. (Zones 5 & 6).
2. Refusal by a bidder to accept OPIS RackFax Rack average prices for the contract price adjustments as specified herein will be cause for non-acceptance of their bid.
3. Bidder's margin must include freight (delivery cost); blending fees (charge for blending Diesel #1 and Diesel #2); and all other costs except fixed costs (taxes).

BULK FUELS AND HEATING OIL CONTRACT

4. Storage capacity information is provided but is not a guarantee. Quantities given are estimates of use for bidding purposes only and are not guarantees. Actual quantities to be used are unknown and may be more or less. No minimum order quantity is guaranteed.
5. Sites listed in the bid schedule are expected to be active during the contract period but could become temporarily inactive or permanently closed at any time. There is no guarantee that any site will remain in use.
6. In the proper column of the bid schedule, indicate the price per gallon and the name of the product for winter chemical additive if you can provide it for each specific Idaho Transportation Department site you are bidding. This price is to include blending. Bidder's inability to offer winter chemical additive will not be reason for rejection of a bid nor will it be used as criteria for bid award.
7. In the proper column of the bid schedule, enter Y (yes) or N (no) indicating your ability to provide biodiesel to each specific Idaho Transportation Department site you are bidding. Bidder's inability to offer biodiesel will not be reason for rejection of a bid nor will it be used as criteria for bid award
8. **BIDS REQUIRING A MINIMUM DELIVERY QUANTITY WILL NOT BE CONSIDERED OR ACCEPTED**

METHOD OF AWARD:

For all agencies including Idaho Transportation Department Districts 1, 2 & 6:

1. For each delivery site, award will be "all or none" based on lowest grand total of extended unit prices (margins) bid for all products at that delivery site.
2. Bidders are required to bid all types of fuel requested for a single delivery site.
3. Bids not offering all required items for a delivery site will not be considered or accepted for that site.
4. A bidder may be awarded more than one delivery site.

For Idaho Transportation Department (ITD) Districts 3, 4 & 5:

1. For each ITD district: Award will be "all or none" based on grand total of extended unit prices (margins) bid for all products at all ITD delivery locations within the district. (One contractor for all locations within ITD District 3; one contractor for all locations within ITD District 4 and one contractor for all locations within ITD District 5)
2. Bidders are required to bid all types of fuel required for all delivery locations within an ITD district. Bids not offering all required items for all delivery locations within the district will not be considered or accepted for that ITD district.
3. A bidder may be awarded more than one ITD district. Bidder may offer a bid for any one or more ITD districts.

